

ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND WAIVER OF CLAIMS AGREEMENT

PLEASE READ CAREFULLY.

By signing this document I am waiving certain legal rights, including the right to sue or claim compensation from The Owners, Strata Plan EPS3830 (the "Strata Corporation") and I am agreeing to certain conduct. I understand that I would not be permitted to use the pool facilities identified below during the COVID 19 pandemic if I did not agree to be bound by the terms of this agreement.

Pool facilities means the pool, Jacuzzi, change rooms, washrooms, showers, and water fountain which are part of the common property of the Strata Corporation located at Delta, BC (the "Pool").

ASSUMPTION OF RISK AND INFORMED CONSENT

I hereby declare and agree to the following on behalf of myself and the minors listed below (collectively "We"):

1. In recognition of the infectious nature of the COVID-19 virus, and the potential to be infected by a person showing no symptoms of exposure to the virus, I understand that there is a risk that I/We could be infected with the COVID-19 virus as a result of my/our attendance at the Pool, and suffer serious medical consequences, even death, as well as financial loss, and in full knowledge and understanding of these risks, I declare that I freely assume such risks as the consequence of my choice to use the Pool and permit the minors listed below to use the Pool .
2. That such use shall be entirely at my own risk, and **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY LOSS RESULTING THEREFROM.**

HEALTH DECLARATION

I hereby declare that:

3. Neither I nor anyone else in my household, nor anyone with whom I have had contact within the last fourteen days, has to my knowledge experienced any symptoms known or understood or suspected to be linked to the COVID-19 virus; these include, but are not limited to, fever, cough, sore throat, respiratory illness, and difficulty in breathing, and any other symptoms published by any provincial or municipal health authority. If I or anyone in my household, or any person with whom I have had contact, to my knowledge, develop or experience any such symptoms after I submit this form, I agree that I will not visit the Pool for a minimum of fourteen days after such symptoms have entirely disappeared.
4. Neither I nor any member of my household, or any person with whom I or members of my household have been in contact, have travelled to or from or had a lay-over in any country outside of Canada in the past fourteen days. If I or anyone in my household travels to or from any country outside of Canada after submitting this form, I will not visit the Pool for a minimum period of the longer of a) fourteen days after the date of return to Canada, and b) the completion of any quarantine period required by the federal or provincial health authority or any other authority having jurisdiction in that regard.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for permitting my/our use of the Pool and for other good and valuable consideration, I agree:

5. To waive any and all claims, proceedings and causes of action of any kind that I have now or in the future against

the Strata Corporation and the Strata Council members, owners, tenants, employees, agents, guests and representatives (defined collectively as the "Releasees") and to release the Releasees from any and all claims and liability (except as prevented by statute) for any injury, loss, damage, cost, or relief of any kind, in respect of any and all COVID-19-related personal injury or loss which I/We may suffer arising out of or connected with my/our attending at and using the facilities of the Pool, even if such injuries or losses may have been caused solely or partly by the negligence or breach of duty of the Strata Corporation.

6. Not to make any claim against any other person or entity that may result in a claim against the Releasees and I shall hold harmless and indemnify the Releasees from any and all such claims including personal injury to any third party.
7. To hold harmless and indemnify the Releasees from any and all claims, proceedings, and causes of action made against them, including claims for personal injury, by: a) any person who is not an owner, tenant or occupant within the Strata Corporation and that I invite, permit, or accompany to use the Pool or to participate in activities of any kind at the Pool; b) any minor children who are listed below; or c) arising out of or connected to my conduct, including any negligence by me.
8. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

I have read and understand this Agreement. In agreeing to this Agreement, I am not relying upon any oral or written representations or statements of any kind made by the Releasees other than as set forth in this Agreement. I am aware that by agreeing to this Agreement I am waiving legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees and I am assuming legal obligations by the indemnity granted by me. I understand that I am entitled to obtain legal advice before agreeing to this Agreement.

I further understand that breach or contravention of any of the posted rules and regulations, or conduct that may or could place the health of owners, tenants, employees, agents, guests and representatives in jeopardy, and inaccuracies in these health declarations will be grounds for me to be removed from the Pool premises and denied access to the Pool for the duration of the COVID-19 emergency.

Agreed and declared: this ____ day of _____ 2020.

Name: _____ Address: _____

Strata Plan #/Building Name: _____ Unit #: _____

I am an
☐ Owner
☐ Tenant
☐ Occupant
☐ Guest

Minors who are permitted to use the Pool: _____

Signature